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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Amendment #2 to PS-0410-06/TLR - SR 15/600 US 17-92 Reconstruction

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Bob Hunter

**EXT:** 7119

**MOTION/RECOMMENDATION:**

Approve Amendment #2 to PS-0410-06/TLR with Earth Tech Consulting, Inc., of Orlando, Florida, to increase the total Not-To-Exceed Amount for the term of the Agreement by an additional \$56,235.56.

County-wide

Ray Hooper

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**BACKGROUND:**

PS-0410-06/TLR provides for Construction and Engineering Inspection Services for the SR 15/600 US 17/92 Reconstruction from Seminole County Line to Lake of the Woods Boulevard. On March 14, 2006, the Board awarded this Agreement to Earth tech Consulting, Inc. of Orlando, Florida.

Under Amendment #2, an increase in the amount of \$56,235.56 has been requested in order to provide CEI Services for an additional thirty (30) calendar days in conjunction with a warranted construction time extension under CC-1184-06/TLR –SR 15/600 US 17/92 Reconstruction.

The following is a summary of the total compensation for the Agreement:

Original Agreement amount	\$1,000,000.00
Amendment #1	43,413.11
Amendment #2 - requested increase	<u>56,235.56</u>
Revised Not-To-Exceed Agreement Total	\$1,099,648.67

This is a budgeted project, and funds are available in US 17-92 to Fernwood (Account #077541.560670, CIP #00226501).

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve Amendment #2 to PS-0410-06/TLR with Earth Tech Consulting, Inc., of Orlando, Florida, to increase the total Not-To-Exceed Amount for the term of the Agreement by an additional \$56,235.56.

**ATTACHMENTS:**

1. PS-0410-06\_TLR - Amendment #2 (Earth Tech)

**Additionally Reviewed By:**

☒ County Attorney Review ( Ann Colby )

**SECOND AMENDMENT TO CONSTRUCTION AND ENGINEERING INSPECTION SERVICES  
AGREEMENT (PS-0410-06/TLR)  
U.S.HWY 17-92 RECONSTRUCTION FROM SEMINOLE COUNTY LINE  
TO LAKE OF THE WOODS BOULEVARD**

THIS SECONOD AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain Agreement made and entered into on the 29<sup>th</sup> day of June, 2006, as amended on February 9, 2009, between **EARTH TECH CONSULTING, INC.**, whose address is 30 S. Keller Road, Suite 500, Orlando, Florida 32810, hereinafter referred to as "CONSULTANT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, CONSULTANT and COUNTY entered into the above referenced Agreement on June 29, 2006, as amended on February 9, 2009, for construction and engineering inspection services; and

**WHEREAS**, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

**WHEREAS**, Section 21 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 4 of the Agreement is amended to read:

**SECTION 4. COMPENSATION AND PAYMENT.**

(a) The COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fee, including reimbursable expenses, not to exceed the sum of ONE MILLION NINETY-NINE THOUSAND SIX HUNDRED FORTY-EIGHTY AND 67/100 DOLLARS (\$1,099,648.67).

CONSULTANT shall perform all work required by the Scope of Services but in no event shall CONSULTANT be paid more than the negotiated fee stated above.

(b) Payments shall be made to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. CONSULTANT may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of CONSULTANT's invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT the approved amount. The CONSULTANT shall be compensated at the rates as shown on Exhibit "B", attached hereto.

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:



EARTH TECH CONSULTING, INC.

\_\_\_\_\_, Secretary

By: \_\_\_\_\_  
DAVID M. GORDON, Vice-President

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
ROBERT E. DALLARI, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

AEC/sjs  
2/16/09  
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